

Request **f**or **P**roposal

542-9029

3-Year Contract for Delinquent Account Collections Services

***Opens: May 18, 2004
2:00 p.m.***



City of Fort Lauderdale

***Issued for FINANCE DEPARTMENT/Treasury Division
By the Procurement & Materials Management Division***

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PART I: INFORMATION/INTRODUCTION:

1. PURPOSE: The City of Fort Lauderdale is seeking proposals from qualified vendors with the intent of entering into a contract for the collection of delinquent or non-paying accounts, in accordance with the Request for Proposal (RFP).

2. ADDITIONAL INFORMATION: For additional information concerning the technical specifications contained in this RFP contact Treasurer, Clyde (Boe) Cole, at (954) 828-5157. For information regarding the computer interface requirements, please contact Distributed Systems Manager, Kevin Keimel, at (954) 828-5878. For information concerning the RFP response procedures contact Procurement Specialist, Linda Wilson, at (954) 828-5146. Such contact is to be for clarification purposes only. Material changes, if any, to the written specifications or ITB procedures will only be transmitted by written addendum.

3. LAST DATE FOR QUESTIONS: Any questions Proposers wish to be addressed and which might require addendum must be submitted in writing to the City's Purchasing Division. The City shall accept written **questions of a material nature until the date and time shown in the RFP schedule**. All questions will be reviewed and an Addendum issued, if applicable, to all proposers who have been issued a copy of the RFP. To expedite receipt and response to these questions, **Proposers are requested to fax them to the Procurement Specialist, Linda Wilson, Purchasing Division, (954) 828-5576 OR e-mail to lwilson@fortlauderdale.gov**

All inquiries shall include the RFP number, and specify RFP Section number, page and paragraph reference for each question. It is anticipated that an addendum, if needed, will be issued within 2 days of the Last Date for Receipt of Questions.

4. ELIGIBILITY: In order to meet eligibility requirements for responding to this RFP, Proposers shall provide the City with credentials supporting their prior experience and expertise for the services requested, in accordance with the RFP specifications.

Such credentials shall include, but not necessarily be limited to:

1. A list of client references,
2. Capabilities and Menu of Services
3. Rates and Recovery Percentages
4. Number of years providing such services
5. Compliance with Licensing and Bonding
6. Membership in Trade Associations
7. Policies and Procedures
8. Collector Training and Certifications
9. Remittance Schedule and Reporting
10. Skip Tracing and Forwarding
11. Insurance
12. SAS 70 Report

The City reserves the right to inspect Proposer's facility, and contact client references in making a determination of Proposer's ability and capacity to perform the requirements of the RFP.

5. CONTRACT PERIOD: The initial contract period shall be for three (3) years. The City reserves the right to extend the contract for up to three (3) additional one (1) year periods, providing both parties agree to the extension, all terms, conditions and specifications remain the same, and such extension is approved by the City.

It is anticipated that the new contract shall commence on or about **July 12, 2004**

542-9029

PART II: RFP SCHEDULE

Release of RFP	April 14, 2004
Last Date For Questions	April 28, 2004 5:00 PM
Anticipated Addendum Release, if required	April 30, 2004
PROPOSALS DUE:	May 18, 2004, 2:00 PM
Evaluation Committee Review of Proposals and Short listing of proposers, if possible	Week of May 24, 2004
Review of Clarifications and/or Oral Interviews and Final Ranking of proposers, if required	Week of June 7, 2004
Anticipated City Commission Approval of Award to Top Ranked Proposer.	July 7, 2004
Anticipated Contract Commencement:	July 12, 2004

Proposers should be aware that the City wishes to complete the RFP process and finalize a Contract Award in accordance with the schedule referenced in the RFP specifications.

PART III: SPECIAL CONDITIONS

1. RULES AND PROPOSALS: The signer(s) of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

2. VARIANCES: While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of the variances taken will be considered in determining proposal responsiveness, and in allocating proposal evaluation points. (See Evaluation & Award, Part V)

3. CONFIDENTIAL INFORMATION: Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01 F.S., The Public Records Law. Information and materials received by the City in connection with all Proposer's responses shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after the RFP opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

4. INSURANCE REQUIREMENTS: The Contractor(s) shall provide, pay for, and maintain in force at all times during the term of the Contract insurance coverage as follows:

(a) Workers Compensation as required by Florida Statutes for the benefit of Contractor employees. Notwithstanding FS 440.055 any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation Insurance.

Exceptions: Workers Compensation Insurance will not be required if the individuals performing the work are a Corporate Officer, sole proprietor or partner. In such case, the firm must provide copies of their waivers as provided by FS 440.05 & 440.055.

(b) Commercial General Liability with minimum limits of one (1) million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

Coverage must be submitted on a form no more restrictive than the latest edition of Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and **must** be on an occurrence basis. Contractor shall provide to the City's Procurement Division original certificates of such coverage with the **City named as an "additional insured"**.

(c) Errors and Omissions Insurance Contractor shall provide the City with evidence of \$1,000,000 combined single limit coverage.

****Proposer Note: Additional Bonding and Liability insurance requirements are outlined in the PART IV, Scope of Services.**

The Contractor's insurance provider shall directly submit to the Procurement Division, 100 North Andrews Ave., Fort Lauderdale, FL 33301, original certificates of all insurance policy coverages, in accordance with the RFP, and receive notification of approval of those certificates by the City's Procurement Division, prior to engaging in any activities under this contract. Contractor(s) insurance shall have no less than thirty (30) days advance written notice to the City of cancellation or material change in coverage.

5. SELLING, TRANSFERRING OR ASSIGNING CONTRACT: No contract awarded under these terms, conditions and specifications shall be sold, transferred, or assigned without the written approval of the City Manager, or designee.

6. ADDITION/DELETION OF SERVICES: The City may require additional services that may not be specifically listed in the RFP. The Contractor agrees to provide such services, and shall provide the City with prices on such additional items based on a formula or method that is the same as, or similar to that used in establishing the prices in this RFP. If the prices or Contractual terms offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors.

7. PERFORMANCE TRIAL AND ACCEPTANCE PERIOD: The City reserves the right to require a performance trial period to determine the Contractor's ability to provide the services, in accordance with the requirements of the contract and to the City's satisfaction.

The trial period may be thirty (30), sixty (60), or ninety (90) days, at the City's option. During this time the successful Contractor will be monitored for compliance, in accordance with all contract specifications, terms and conditions.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor. If the Contractor successfully completes the trial evaluation, the initial Contract period shall commence at the end of the trial period. If the Contractor's performance is determined to be unsatisfactory any time during the trial period, the City reserves the right to terminate the Contractor, and the City shall proceed to the next ranked proposer, under the same Performance Evaluation terms and conditions until a satisfactory performance has been accomplished, and a contract awarded.

8. ADMINISTRATION OF CONTRACT: Overall performance under the resultant contract shall be supervised by the Treasury Division although day-to-day administration of various receivable activities shall be handled by the responsible departmental representatives. If at any time during the contract period, performance is deemed to be unsatisfactory, the Contractor upon notification by the City shall take such steps necessary to perform, as per specifications. If at any time, in the opinion of the Treasurer and the Purchasing Division, there has been a breach of contract, the Contractor shall be notified and a hearing shall be set for a date within fifteen (15) days of such notice.

At that time, the Treasurer and Procurement Manager, or designee, shall hear the Contractor and City representatives. The City shall make a determination as to whether or not there has been a breach of contract, and shall direct what further action shall be taken.

If, in the determination of the City, a breach of contract exists the City may terminate the right of the Contractor to proceed under this contract or with such part of parts of the contract as

are determined to be in default. The City may hold the Contractor liable for any damages caused to the City by reason of such default or termination.

In the event of a termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor shall not be relieved of any liability to the City for damages sustained by the City by reason of any breach of contract by the Contractor. The City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damage due the City from the Contractor is determined. The Contractor shall not be held liable for damages under this Contract solely for reasons of delay, if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract because of this delay.

9. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION: It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

If a proposer is considered for award, he/she may be asked to meet with City personnel so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Certification by Broward County, Florida: If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the general Conditions, then said **awarded contractor/vendor will apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity.** Contractor/vendor will provide documentation of application status, and once approved or disapproved by Broward County, will also provide that documentation to the Procurement Division of the City of Fort Lauderdale.

Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal.

See General Conditions, Section 1.08 for MBE and WBE definitions.

10. SELLING, TRANSFERRING OR ASSIGNING CONTRACT: No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City Manager, or designee.

11. SUBSTITUTION OF PERSONNEL: In the event the Consultant wishes to substitute any key personnel for those listed in his proposal, the City shall receive prior notice and shall have the right to review and approve such substitutions.

If the City has reasonable evidence to believe that an employee of the Consultant, working on City property, is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Consultant to resolve the situation to the City's satisfaction. However, the Consultant shall not be required to institute or pursue to completion any action if to do so would violate any law, statute, City ordinance, contract of employment, or union agreement.

12. CONFLICT OF INTEREST: Proposers are required to include a disclosure statement of any potential conflict of interest the firm may have due to other clients, current or former employees, contracts or interests associated with this project.

13. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

14. LOBBYING ACTIVITIES: Any Proposer submitting a response to this solicitation must comply, if applicable, with the City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance C-00-27 may be obtained from the City Clerk's office on the 7th Floor of City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301. The ordinance may also be viewed on the City's website at <http://fortlauderdale.gov/documents.htm>

15. VARIANCES: While the City allows Contractors to take variance to the RFP terms, conditions and specifications, the material nature, number and extent of variances taken will be considered in determining proposal responsiveness, and in the award of proposal points.

See SECTION 1.06 of General Conditions.

16 RFP DOCUMENTS: The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under this contract.

17. PROPOSERS' COSTS: The City shall not be liable for any costs incurred by proposers in responding to this RFP.

18. RULES and PROPOSALS: The signer of the proposal must declare that the only person(s), company or parties interested in the proposal, as principals, are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

19. RECORDS, AUDITS

The accounts and financial records, with respect to the services performed under the Contract, shall be kept separate or identifiable from those relating to the Contractor's other activities. The Contractor shall, with reasonable prior notice, make available, during reasonable business hours, to the City's Representative or Internal Auditor for inspection and audit all records and files relative to this Contract. The Contractor shall maintain and make available such records and files for the duration of the Contract, including any extension terms plus two (2) years.

Such records shall be maintained as an independent certified public accountant would need to examine in order to certify a statement of Contractor's operations according to generally accepted auditing standards.

20. GENERAL CONDITIONS: RFP General Conditions **Form G-107 Rev. 7/01** (GC) are included and made part of this RFP as **Exhibit A**.

PART IV. SCOPE OF SERVICES

1. GENERAL INFORMATION: The City's collection efforts are generally limited to sending out delinquent letters and following up on forwarding addresses when it's feasible. It is our desire to engage the services of an outside collection agency to decrease write off's through enhanced follow-up of delinquent accounts. We envision a primary and secondary collection process. The primary Agency program would include, but not be limited to, letters and telephone collection for a 180 day period. If cost effective, the secondary Agency would pursue the outstanding receivable after 180 days. The proposer may submit a bid for either primary or secondary collections or both. The City's requirement for collection services will cover virtually all delinquent accounts for services rendered by the City and for the collection of amounts due for such items as unpaid: (These services may be bid separately or as a group.)

a. Utility bills - Unpaid bills for Water, Sewer, Sanitation services supplied by the City. We are able and do lien for non payments on Homesteaded properties - other (rentals and commercial) properties are referred to collection. We strive to refer these accounts within 90 days of final billing. During 2003, we placed 740 accounts with a value of \$133,811 with an average placement of \$180. We will be able to provide the customer's name from their driver's license, their social security number, in most cases, their last known address, account number and amount due.

b. Alarm System Response Fees - The Police and Fire Departments respond to alarms throughout the city for emergency responses. We consider two (2) Police alarms and two (2) Fire alarms within any 12-month period as part of our citizens' normal services that are included in their property taxes. Fees for alarm responses that exceed normal services range from \$50 to \$100 for each response.

Two types of notices are sent 90 days after the date of the invoice. Letter A: Final Collection Notice to individuals and businesses that are not the property owner. Letter B: Notice of Lien for the Homesteaded property owners. As with Utility Billing, we have the ability and do lien the Homesteaded properties, others require Agency follow-up. Delinquent accounts are placed for collection at 120 days. We are able to provide the name, address, account number and amount due. During 2003, it is estimated that we placed 684 accounts with a value of \$139,800. Delinquent business accounts represent approximately 70% of the total amount due. While the remaining 30% due from individuals may require alternative collection techniques, as they, most probably, have relocated.

c. Fire Inspection Service Fees – We bill for two types of services, Type A: Fire Inspection Fees are those charges for service levied against commercial property owners to offset the costs of inspecting their buildings for compliance. Type B: Fire Code and Fire Watch Standby are charges to commercial property owners for hourly services performed by Fire Department personnel. These services may include, but are not limited to, supervising fireworks displays and barges, and on-call services at private functions. The minimum billing is \$18.15 for Inspection Fees, while the Fire Watch billing is hourly, based on a tier structure. The tier levels currently range from \$48.10 to \$56.70. A final letter is sent to delinquent accounts 90 days from the date of the original invoice. Delinquent accounts are sent to collection at 120 days. We are able to provide the property owner's name, address, account number and amount due. During 2003, 875 accounts were submitted for collection with a value of \$88,963.

d. Miscellaneous Receivables for any other collectables determined to be eligible for collection agency services. Examples are - unpaid insurance claims (i.e. vehicle claims, contractors who have damaged city property and failed to pay, etc.); general accounts receivables (unpaid Parks & Recreation Event Fees, miscellaneous service fees). Like other receivables, a final statement is sent at 90 days and the account is sent to collection at 120 days. During 2003, we placed 245 accounts with a value of \$135,442.

e. Emergency Medical Services (EMS) Billing – Advanced Data processing, Inc. provides specialized billing and collection services for the City's Emergency Medical Services (EMS). As part of the billing process, they verify the proper payer by contacting hospitals for patient insurance information, striving for accurate and timely claim billing. Approximately 90%-95% of the receivables are insurance claim related. Advanced Data Processing, Inc.'s collection techniques include monthly statements, calls to debtors, payment plan arrangements, visits to hospitals, and skip tracing, when necessary, to locate lost debtors. Advanced Data Processing, Inc. follows a strict code of collection ethics, as required by law, and, accordingly, does not send final letters, that threaten to report the non-payment to credit bureau agencies.

Accounts are tracked for approximately one year before being sent to a collection agency. Accounts that are outstanding to insurance companies or that have established payment plans are not sent to the collection agency. The collection agency receives the debtor information by logging into a secured Advanced Data Processing website and downloading the debtor files.

On a monthly basis, approximately 700 accounts are sent to the collection agency with an estimated value of \$200,000.

f. Code Violations – Fines assessed to property owners for various infractions including, but not limited to, non-compliance to yard maintenance standards, operation of commercial equipment and/or prohibited businesses in a residential area, non-compliance to structure maintenance standards, and illegal dwelling units. This service has not previously been submitted for collection. Initially, we anticipate referring 1,280 accounts with a value in excess of \$60,000,000. The delinquent accounts range from \$50 to over \$2,000,000. While some of these properties have been liened, it is our desire to pursue all accounts through the collection process. We can provide folio number, address, name of property owner, address of owner, if different from code lien violation, date of violation and amount due.

g. Parking Citations - Payment of the base fine is due 20 business days after the citation is issued. The first penalty of \$10.00 is imposed on the evening of the 21st business day after the citation is issued. The second penalty is imposed on the evening of the 36th business day after the citation is issued. No additional penalties are applied for partial or non-payment and additional penalties may not be imposed by the Contractor. Late notices are mailed for all unpaid or partially paid citations on the 36th business day after issuance, or soon thereafter, upon receipt of the registered owner information from Florida Department of Motor Vehicles (DMV). Unpaid Citations are referred to collection 90 days after issuance. We will provide the date of the citation, citation number, and the vehicle's license plate number, vehicle make, violation code, fee, penalty, and the vehicle owner's last name and address, as registered by DMV.

If the Contractor is unsuccessful in his attempts to collect the debt within 180 days from the date of placement, the account (citation) may be withdrawn and returned to the City. No fees shall be paid for payments collected subsequent to the withdrawal of the account from the Contractor.

Payments received by the Contractor shall be processed on the day received and a printable detail report and electronic payment file, in a format acceptable by the City and Contractor, will be available on-line, and/or via e-mail at the end of each month, or more frequently, if available.

Payments received by the City directly or through our lockbox service for citations referred to the Contractor will be posted and transmitted to the Contractor, in a format and time-frame acceptable to the City and Contractor.

NOTE TO PROPOSERS: CITATIONS ISSUED TO OUT-OF-STATE TAGS MAY BE BID AS A SEPARATE COMPONENT:

Citations issued to vehicles registered to out-of-state owners will require the Contractor to locate and acquire information, as out-of-state vehicle registration information is not included in our database.

Bidders may also propose to provide the Parking Division with Department of Motor Vehicles registered owner data for in-state and/or out-of-state tags.

The City Treasurer or his representatives reserves the right to determine which delinquent accounts are to be turned over to the contractor for collection. It is the City's legal interpretation, that no additional fines can be levied beyond those permitted by State Statute. Should the governing Statutes be revised, the City will revisit the concept of adding 'penalties' to the items placed for collection.

Customer disputes over amounts and charges should be referred to the City for handling. City contacts will be provided for each type of receivable presented for collection.

Payments may be made directly to the City, however it is our preference that payments are made directly to the Contractor. The City provides the Contractor with a monthly printout of all receipts of delinquent accounts along with the Contractor commission fee due.

It is the City's intention to allow the Contractor to attempt collection of accounts that have gone to lien.

In order to facilitate the orderly placement of items placed for collection, we have prepared an interface for all placements with identifiers delineating the type of receivable. This common format will permit the orderly transfer of data to and from the vendor. All placements will be completed using this unified format except for placements of miscellaneous accounts.

The City shall review and approve all letters prior to Contractor use for collections on behalf of the City.

Except for EMS charges and parking citations, the City submits its delinquent accounts 120 days from the invoice date. If the Contractor is unsuccessful in his attempts to collect the

debt within 180 days from the date of placement, the account shall be returned to the City and considered withdrawn.

1.1. TECHNICAL SPECIFICATIONS:

1.1.a. Qualifications of Proposers:

- (1) All proposers must furnish to the City satisfactory evidence that they have operated and had experience in the collection service, as outlined in the RFP specifications, for a period of not less than five (5) years.
- (2) Proposers shall demonstrate to the satisfaction of the City that they have adequate financial resources, experienced personnel, and the expertise to perform the required services. No contract will be awarded to any proposer who, as determined by the City, has an unsatisfactory performance record, or inadequate experience, or lacks the necessary capital, organization and/or equipment to perform the services as required in the RFP.
- (3) Proposers shall provide documentation to support the qualifications criteria as part of the RFP response.
- (4) Contractor should have wholly owned offices in principal cities, or established subcontractors in principal cities, who also meet the City's qualifications requirements. If proposer intends to use any subcontractors in the performance of these services, the names of all such subcontractors should be included as part of the RFP response.
- (5) Subcontractors shall be subject to the same requirements as the Contractor, as contained in the RFP. The City reserves the right to accept or reject any proposed subcontractor, if it determines that such subcontractor does not meet the RFP specifications, and is not deemed responsible.
- (6) The Contractor shall have either a Broward County or toll free (800) telephone number(s) for City and customer contact purposes.
- (7) Contractor shall submit a SAS 70 report.

1.1.b. Data Communications Requirements: The successful Contractor must have the capability to send and receive **ASCII** data files via e-mail. Files are generated from UNIX-based host applications, transferred to a Windows-based PC, and sent via the Microsoft Outlook mail client. The City requires the Contractor to provide and maintain a valid e-mail address where files may be sent. The City will provide a return e-mail address for receiving updated files from the Contractor.

1.1.c. Remittances to the City: The Contractor shall provide and remit to the City on a monthly basis, the following:

- (1) the gross amount collected for the month;
- (2) the indicated collection fee; and
- (3) date of payment.

For amounts paid directly to the City that have been submitted to the Contractor for collection, the City shall remit to the Contractor, on a monthly basis, the Contractor's fee plus any additional commissions due.

1.1.d. Reporting: The Contractor shall make the following reports available on-line and in printable format:

- (1) Acknowledgment Report-provided after the receipt of new accounts

- (2) Client Status Report-detailing collection information and status for all accounts that were submitted to the Contractor
- (3) Payment Analysis Summary, By Month, -allows the City to follow the collection progress. This report shall include collection percentages as well as full and partial payments received
- (4) Client Cancellation Report-provides a listing of those accounts removed from the collection process and returned to the City
- (5) Monthly Statement-includes details of all amounts collected, by account, commission due for services rendered, original amount submitted and percentage collected.

1.1. e. Bonding & Liability Requirements: The Contractor shall comply with the licensing and bonding requirements for the State of Florida and Broward County.

1.2. Contractor Performance: The Contractor shall adhere to the Code of Ethics and Professional Responsibility of ACA International, The Association of Credit and Collection Professionals and the Fair Debt Collection Practices Act.

The Contractor shall protect the reputation and Code of Professional Conduct of the City of Fort Lauderdale.

The Contractor shall not forward any City account to any other agency except to the Contractor's wholly owned branch.

1.3. Legal Action: No legal action will be taken by the Contractor in connection with the contract collection services without the express written approval and direction of the City Attorney. It is the City's desire to litigate where deemed 'cost effective' by the selected agency. Prior to litigation, Contractor shall obtain approval from the City. It is preferable to have local legal representation.

PART V EVALUATION AND AWARD PROCEDURES:

Evaluation and Consideration for Award: The City will evaluate all responsive and responsible proposals to determine which proposal best meets the needs of the City based on the evaluation criteria stated in the RFP. A Committee established for this purpose, composed of City staff, and any other qualified persons deemed necessary will evaluate and rank proposals, as outlined in this section of the RFP. Award will be based on a review of all the information submitted, proposer references, and certain objective and subjective considerations including, but not necessarily limited to the following:

<u>Evaluation Criteria</u>	<u>Assigned Points</u>
A. Lowest Percent Collection Fee for total amount collected. (The lowest cost to the City shall receive maximum points) SCORE VALUE: 0 TO 40 POINTS	40
B. Proposer demonstrated experience, qualifications, and past performance, account collections. This includes: ability to meet the RFP requirements, facilities, customer, financial and business references. (Including Better Business Bureau, Chamber of Commerce & State's Attorneys' Office). SCORE VALUE: 0 TO 30 POINTS	30
C. Proposed methods utilized for delinquent account collections, and resources available for collection of City accounts. SCORE VALUE: 0 TO 30 POINTS	<u>30</u>
MAXIMUM TOTAL POINTS:	100

Finalists, who achieve an Average Score of 70 or better, may be asked to appear before the Evaluation Committee, if required. Such oral presentations shall be for clarification purposes only.

The City will negotiate with the first ranked proposer. If negotiations are not satisfactory to the City, then the City reserves the right to negotiate with the next ranked proposer, and so forth. The first ranked proposer resulting from this process shall be recommended to the City Commission for award.

The City reserves the right to accept or reject any or all proposals, or part(s) of proposals, to waive minor variations to specifications, and in the RFP process. The City reserves the right to award the contract to that proposer who will best serve the interest of the City.

PART VI REQUIREMENTS OF THE PROPOSAL:

1. Instructions To Proposer:

Submission of a Proposal:

- a. Proposers **are required** to return their proposal signed by a representative who is authorized to contractually bind the proposer.
- b. Proposals shall be submitted to the Procurement Division on or before the date and time indicated in the RFP schedule.
- c. Proposers shall submit all information in the format specified on the Proposal Summary Pages.
- d. Proposers shall examine the RFP carefully. Ignorance of the requirements will not relieve the proposer from liability and obligations under the Contract, which results from the RFP award.
- e. Each Proposal shall be prepared simply and economically, providing a straightforward delineation of the proposers capabilities and methodology proposed for the service requested. Emphasis should be on completeness and clarity of content.
- f. The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

Requirements of the Proposal:

Proposal should include:

- a. Proposal Summary (RFP) signature page, properly completed and signed.
- b. All additional proposal Summary Pages, completed.
- c. Any Addendum, which may become a part of the RFP document.
- d. A reference list of customers who can substantiate Proposers ability to perform the services requested in the RFP.
- e. All Appendix information provided in response to the proposal summary questions, or attachments.
- f. **EACH PROPOSAL WILL PROVIDE ONE (1) ORIGINAL AND SIX (6) COPIES OF THE PROPOSAL SUBMITTED, COMPLETE WITH ALL ATTACHMENTS.**

All attachments and appendices must be clearly identified. To be considered, the Proposal must respond to all parts of the RFP. **Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.** For ease of evaluation, include references to page number, and numbered categories on such appendices.

PART VII PROPOSAL SUMMARY SIGNATURE PAGE/QUESTIONNAIRE

The Proposer hereby offers to enter into a contract with the City of Fort Lauderdale, Florida to provide Delinquent Collection Services, in accordance with the RFP specifications.

Proposer understands that the information contained in these Proposal Summary Pages is to be relied upon by the City in awarding the proposed Contract, and such information is warranted by the Proposer to be true. Proposer agrees to furnish such additional information relating to the qualifications of the Proposer, as may be required by the City, prior to acceptance of any proposal.

Proposer to complete the following:

1. Company Name: _____
(legal registered)

Principal Contact: _____
(name & title)

Company

Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone No: () _____ Fax No: _____

e-mail: _____

Authorized Signature: _____

Title: _____

2. ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in his proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
---------------------	--------------------

3. Prior Experience: Indicate the number of year experience Proposer has had in providing these services.

_____/years ____#/years in South Florida

4. Location of Service Facility(ies), if different from address shown above:

5. Is there anything in the RFP specifications that are NOT INCLUDED in your bid?

YES: _____ NO: _____

If YES, please explain:

5. Bonding & Liability, Workers' Compensation and Errors and Omissions Coverage:

a. Do you have the required Bonding, Liability, Workers' Compensation and Errors & Omissions

Coverage as required by the RFP?

YES:___ NO:_____

If no, please explain:

Provide copies of both your Bonding, Liability, Workers' Compensation and Errors & Omissions certificates.

Included?: YES:___ NO: _____

b. Do you have the required Insurance coverages, as contained in Part III, paragraph 4, RFP specifications?

YES:___ NO: _____

6. Do you have the required licenses, and/or permits to do business in the State of Florida?

YES:___ NO: _____

Broward County?

YES:___ NO: _____

Please provide copies as an appendix to your proposal response.

Included?: YES:___ NO: _____

7. List the names and titles the principals, management and personnel who will be assigned to this contract. Include resumes or summary of experience of these persons as an Appendix to the RFP response.

Capabilities/Experience summaries included? YES:___ NO: _____

8. List any lawsuits pending or completed involving the corporation, partnership, or individuals with more than ten (10%) percent interest. If additional space is needed, please attach as an appendix to your proposal response.

a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the Contract:

b. List all judgments from lawsuits in the last 5 years which are concerned with the staff or part of your organization proposed for the Contract:

9. **a.** Please provide a list of references for whom you currently, or have recently (within the past two years) provided these services, with particular emphasis on other governmental entities. **Include company name, address, contact person and** telephone number. A Minimum of three (3) is requested. If additional space is required, please include this information as an appendix to your RFP response.

9. **b.** Please provide financial references who can substantiate your ability to support the services required for the period of this contract. **Include company name, address, contact person and** telephone number. A Minimum of three (3) is requested. If additional space is required, please include this information as an appendix to your RFP response.

10. **Auditors Statement:** Submit a copy of your latest Annual Financial Report as attested to by external Certified Public Accountants.

Included?: YES:___ NO:_____

IF NO, explain:

10.**a.** Please submit copy of SAS 70 Report

Included?: YES:_____ NO:_____

IF NO, explain:

11. **Collection Procedures:** Proposer shall submit a description of your present collection procedures, including the principles you demand of your present employees who will be handling the City's accounts.

Proposer please note: Use the form provided as ATTACHMENT "A" to the RFP for your response. If additional space is required, attached as an appendix to ATTACHMENT "A".

12. **Organization:** Submit a summary of your organization, including geographical locations. Include this information as an appendix to your RFP response.

Included? YES: ____ NO:

13. **Hardship Cases:** Proposer shall provide a description of how you handle hardship cases. **If additional space is needed, please** provide as an appendix to your RFP response.

14. **Reports:** List, in detail, reports that you offer to the City.
Refer to PART IV, Scope of Services, paragraph #1.1 e., of the RFP specifications.
Include this information as an appendix to your RFP response.

15. **Other Standards Used:** List in detail, any additional standards and/or practices that you consider worthy of consideration by the Evaluation Committee in evaluating your proposal.

Include this information as an appendix to your RFP response.

16. **COST TO THE CITY:** Proposer shall indicate, in the space provided, the firm, fixed collection fee for the individual account balance levels as follows:

\$ ACCOUNT VALUE:

COLLECTION FEE %

\$ 0 - \$100 (*)

\$101 - \$300

\$301 - \$500

\$501 - \$1,000

\$1,001-AND OVER

NOTE: (*) The account bracket marked with the asterisk represents the largest dollar volume of delinquent accounts. For the purpose of tabulation, the City will consider this category as the basis of the "LOWEST PERCENT COLLECTION FEE".

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17. **Are you willing to extend this contract to other** municipalities, as specified in the RFP?

YES:____ NO:_____

If NO, please provide specifics on the applicable conditions under which you would extend this contract to other **Liability** municipalities:

18. **Who would you partner with for legal follow-up?**

ATTACHMENT "A"

Reference proposal Summary Pages, page 20, paragraph 11, Policy Collection Procedures:

11. DETAILED EXPLANATION OF COLLECTION PROCEDURES:

Provide specific information as to how your collection efforts would increase as the amount to be collected increases.

Indicate, in specific terms, the methodology you will employ to collect the various amounts as shown in paragraph #16, page 21 of the Proposal Summary Pages.

AMOUNT

COLLECTION METHODOLOGY

\$ 0 - \$100:

\$101 - \$300:

\$301 - \$500:

\$501 - \$1000:

\$1001 - & Over:

Please add any additional comments considered relevant:

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19. ALTERNATE PROPOSAL: Should you desire to perform this service in a manner not consistent with the general terms of this RFP, please describe fully your methods, their costs and expected benefits to the City.

EXHIBIT "A"
City of Fort Lauderdale
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Procurement & Materials Management. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB)/Request for Proposal (RFP) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) **CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 BID – a price and terms quote received in response to an ITB.
 PROPOSAL – a proposal received in response to an RFP.
 BIDDER – Person or firm submitting a Bid.
 PROPOSER – Person or firm submitting a Proposal.
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Procurement Division immediately. Such notification must be received by the Procurement Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT: If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by

common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those

circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.